

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST ADMINISTRATORS, INC.,

Plaintiff,

No.

v.

FIRST STUDENT, INC., a Delaware corporation,

**COMPLAINT TO COLLECT
TRUST FUNDS**

Defendant.

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Plaintiff, Northwest Administrators, Inc., is an organization incorporated under the laws of the State of Washington, with its principal place of business in King County, and is the authorized administrative agency for and the assignee of the Washington Teamsters Welfare Trust Fund (hereinafter "Trust").

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The Washington Teamsters Welfare Trust Fund is an unincorporated association operating as a Trust Fund pursuant to Section 302 of the Labor Management Relations Act of 1947, as amended, to provide medical benefits to eligible participants.

Reid, McCarthy, Ballew & Leahy, L.L.P.
ATTORNEYS AT LAW
100 WEST HARRISON STREET • NORTH TOWER, SUITE 300
SEATTLE, WASHINGTON 98119
TELEPHONE: (206) 285-0464 • FAX: (206) 285-8925

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2 III.
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4 This Court has jurisdiction over the subject matter of this action under Section
5 502(e)(1) and (f) of the Employee Retirement Income Security Act of 1974 ("ERISA"),
6 29 U.S.C. §1132(e)(1) and (f) and under §301(a) of the Taft-Hartley Act, 29 U.S.C.
7 §185(a).
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9 IV.
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11 Venue is proper in this District under Section 502(e)(2) of ERISA, 29 U.S.C.
12 §1132(e)(2), because the plaintiff trust fund is administered in this District.
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14 V.
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16 Defendant is a Delaware corporation.
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18 VI.
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20 Defendant is bound to a collective bargaining agreement with Local 252 of the
21 International Brotherhood of Teamsters (hereinafter "Local"), under which the
22 Defendant is required to promptly and fully report for and pay monthly contributions to
23 the Trust at specific rates for each hour of compensation (including vacations,
24 holidays, overtime and sick leave) the Defendant pays to its employees who are
25 members of the bargaining unit represented by the Local. Such bargaining unit
26 members are any of the Defendant's part-time or full-time employees who perform
any work task covered by the Defendant's collective bargaining agreements with the
Local, whether or not those employees ever actually join the Local.



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VII.

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Defendant accepted the Plaintiff's Trust Agreement and Declaration and agreed to pay liquidated damages equal to twenty percent (20%) of all delinquent and delinquently paid contributions due to the Trust, together with interest accruing upon such delinquent contributions at varying annual rates from the first day of delinquency until fully paid, as well as attorney's fees and costs the Trust incurs in connection with the Defendant's unpaid obligations.

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VIII.

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Since the first day of November 2018, Defendant has failed to promptly report for and pay to the Plaintiff Trust all amounts due as described above, and only Defendant's records contain the detailed information necessary to an accurate determination of the extent of the Defendant's unpaid obligations to the Trust.

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WHEREFORE, the Plaintiff prays to the Court as follows:

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1. That Defendant be compelled to render a monthly accounting to the Plaintiff's attorneys and set forth in it the names and respective social security numbers of each of the Defendant's employees who are members of the bargaining unit represented by the Local, together with the total monthly hours for which the Defendant compensated each of them, for the employment period beginning November 2018 to the date of service of this Complaint to collect Trust Funds, and for whatever amounts may thereafter accrue;

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2. That it be granted judgment against Defendant for:

a. All delinquent contributions due to the Trust;

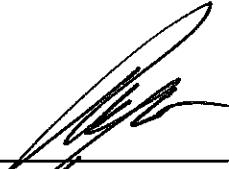
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1 b. All liquidated damages and pre-judgment interest due to the
2 Trust;
3 c. All attorney's fees and costs incurred by the Trust in connection
4 with the Defendant's unpaid obligation; and
5 d. Such other and further relief as the Court may deem just and
6 equitable.

7 DATED this 18th day of January, 2019.

8 Respectfully submitted,

9 REID, McCARTHY, BALLEW & LEAHY,
10 L.L.P.

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12 _____
13 Russell J. Reid, WSBA #2560
14 Attorney for Plaintiff